

### **REMARKS**

Claims 1, 3-14, 19-27, 29, 31, and 47-60 are pending. Claims 1, 3, 5, 6, 8, 10, 19, and 23 have been amended, claims 2, 15-18, 28, 30, and 32-46 have been canceled, and new claims 47-60 have been added to recite additional features of Applicants' invention.

Reconsideration of the application is respectfully requested for the following reasons.

#### **I. The Rejections under 35 USC §§ 103(a) and 102(e).**

In the Office Action, claims 1-7, 10, 12-14, 21-25, and 27-32 were rejected for being obvious over a Kontogouris-Miyashita combination. This rejection is respectfully traversed for the following reasons.

Claim 1 has been amended to recite:

- 1) "providing access to a website displaying information representing a plurality of contents and an option to purchase each of said contents with or without a discount"
- 2) "receiving a first signal selecting the displayed option to buy a first content with a discount from the website accessed through the communication network"
- 3) "receiving a second signal selecting at least one second content having an effect of information conveyance, the second content including advertisement information displayed in response to the first signal"

See, for example, pages 5-7 of the specification with reference to Figures 3 and 4 for support).

In addition to the combining step, features 1) - 3) are not taught or suggested by the cited references, whether taken alone or in combination.

The Kontogouris publication discloses a method for allowing a user to access content from a website. The method includes receiving a request from a user to connect to a website that provides content (Paragraph [0057]), determining whether the user has a restricted or unrestricted subscription to the website (Paragraph [0059]), and then providing the content based on the type of subscription.

The Kontogouris publication, however, does not teach or suggest “providing access to a website displaying information representing a plurality of contents and an option to purchase each of said contents with or without a discount.” (See, for example, the different CD covers and the “Add to Cart” button and the “Discount” button shown in Figure 3 for support). Instead, Kontogouris either (a) provides immediate access to the content from a log-in page if the user has an unrestricted subscription or (b) requires the user to view a number of banner advertisements before the content can be accessed.

Case (a): Unrestricted Subscription: See Paragraph [0059] which discloses:

Upon identification of the user, the server determines whether the user has a subscription that permits access to the . . . content, e.g., to the requested web page, without having to view any advertisements (step 230), in which case the user is afforded access to the service of content.

Case (b): Restricted Subscription: See Paragraph [0059] which discloses:

If the user does not have an unrestricted subscription, the method checks whether the user has already viewed enough advertisements, and therefore obtained sufficient credits . . . to permit immediate access to the . . . content, in which case immediate access to the content . . .

For case (b), see also Paragraphs [0054], [0063], and [0065] which disclose that the user is required to view banner advertisements as a necessary pre-condition to accessing a web page that includes the content for purchase.

[T]he user inputs a request for . . . access to a desired service or content (step 100). Next, in the case of a proxy advertising server, the request is forwarded [to] . . . directly display one or more interactive banner advertisements (step 120). If the user responds correctly to the interactive banner advertisement as determined at step 130, the method of the invention allows access to the . . . content. (See Paragraph [0054]).

Thus, regardless of whether case (a) or case (b) applies, the Kontogouris publication does not teach or suggest “providing access to a website displaying information representing a plurality of contents and an option to purchase each of said contents with or without a discount” as recited in claim 1.

Incidentally, in Figure 9, the Kontogouris application shows a message displayed to a restricted subscriber with insufficient credits in his content. Even this message, however, does not display information representing a plurality of contents and an option to purchase each of said contents with or without a discount.”

Claim 1 further recites “receiving a first signal selecting the displayed option to buy a first content with a discount from the website accessed through the communication network” and “receiving a second signal selecting at least one second content having an effect of information conveyance, the second content including advertisement information displayed in response to the first signal.” The Kontogouris application also fails to teach or suggest these features.

The Miyashita publication was cited for its disclosure of combining an advertisement to music/video content. This publication, however, does not teach or suggest the features of claim 1 missing from the Kontogouris publication. Absent a teaching or suggestion of these features, Applicants respectfully submit that claim 1 and its dependent claims are non-obvious and thus patentable over the cited combination.

Claims 19 and 23 recite features similar to those which patentably distinguish claim 1 from the cited combination, and therefore are relied on to overcome the § 102(e) rejection.

Claim 25 recites that “a subscription for accessing the website is priced independently from the price of the first content.” These features are not taught or suggested by the Kontogouris and Miyashita publications, whether taken alone or in combination. In fact, the Kontogouris publication teaches away from these features when it discloses that the price for accessing content is equal to the subscription fee required for its website. See Paragraphs [0054] - [0056] and [0065].

In view of these disclosures, it is respectfully submitted that claim 25 is allowable over the cited combination, not only by virtue of its dependency from claim 1 but also based on the

features separately recited therein. Claim 26 recites similar features and therefore is also allowable.

## **II. The Rejection under 35 USC § 112, First Paragraph.**

Claims 25, 26, 28, 30, and 32 were rejected on grounds that the specification fails to provide a written description of the subject matter recited therein. As provided in MPEP § 2163 et seq., the drawings of a patent application may be relied on to show that an applicant was in possession of an invention at the time the claimed invention was made.

Claims 25 and 26 recite that “a subscription for accessing the website is priced independently from the price of the first content.” Figure 3 shows the price of the first content (e.g., the undiscounted price for Sting’s CD entitled “All This Time” is \$ 14.99). The specification, page 5, discloses that one embodiment of the invention contemplates a buyer paying a subscription to an on-line content service, and that the buyer must further pay the purchase price of a digital or audio content item (Sting CD). Clearly, the \$ 14.99 cost of the Sting CD is not the subscription rate.

Based on these disclosures, one skilled in the art would therefore understand that the price for subscribing to the website of the claimed invention and the price of the first content are independent of one another. For at least these reasons, Applicants respectfully submit that the requirements of § 112, First Paragraph, have been met for claims 25 and 26. Claims 28, 30, and 32 have been canceled.

### III. New Claims.

Claims 47-60 have been added to the application.

Claim 47 recites “displaying a separate price for each of the displayed contents represented on the website.” (See, for example, Figure 3 for support where the Sarah Brightman CD is priced at \$ 13.99 and the Sting CD is priced at \$ 14.99). This separate price may represent the original price of the content and is displayed in association with the discount option. These features are not taught or suggested by the cited references, whether taken alone or in combination.

Claim 48 recites that “access to the website is provided before the second signal is received.” (Emphasis added)(For support, see, for example, Figure 3 which shows that a list of content is displayed and Figure 4 which shows a list of advertisements selected after the discount button is selected in Figure 3). These features are not taught or suggested by the cited references, whether taken alone or in combination. See, e.g., Kontogouris which discloses that access to its website is only provided after its banner advertisements are displayed.

Claim 49 recites that reducing the price includes “reducing the first price to the second price by a predetermined value of the selected advertisement; receiving a third signal selecting another advertisement; and reducing the second price to a third price by an amount equal to less than a predetermined value of the other selected advertisement.” (See, for example, Paragraphs [27] - [29] for support). These features are not taught or suggested by the cited references, whether taken alone or in combination.

Claim 50 recites that “the second price is reduced by a first amount less than the predetermined value of the other advertisement when the other advertisement is newly selected by the buyer, and wherein the second price is reduced by a second amount less than the predetermined value of the other advertisement when the other advertisement has been previously selected by the buyer.” (See, for example, Paragraphs [27] - [29] for support). These features are not taught or suggested by the cited references, whether taken alone or in combination.

Claim 51 recites that “said amount corresponds to a predetermined percentage of the value of the other selected advertisement.” (See, for example, Paragraphs [27] - [29] for support). These features are not taught or suggested by the cited references, whether taken alone or in combination.

Claim 52 recites “receiving additional signals selecting additional advertisements; reducing the third price by respective amounts equal to less than predetermined values of the additional selected advertisements, wherein reduction rates corresponding to the additional selected advertisements increase in predetermined increments based on order of selection.” (See, for example, Paragraphs [27] - [29] for support). These features are not taught or suggested by the cited references, whether taken alone or in combination.

Claim 53 recites that “the advertisement is pre-assigned for display when the first content is selected.” These features are not taught or suggested by the cited references, whether taken alone or in combination.

Claim 54 recites “withholding the price reduction until receiving confirmation that the user actually viewed the selected advertisement.” These features are not taught or suggested by the cited references, whether taken alone or in combination.

Claim 55 recites that (a) includes “displaying a first selectable icon corresponding to an undiscounted price of the first content; and displaying a second selectable icon representing said option to purchase the first content with a discount.” (See, for example, Figure 3 for support). These features are not taught or suggested by the cited references, whether taken alone or in combination.

Claim 56 recites that “the first and second selectable icons are simultaneously displayed on the website adjacent an object representing the first content.” (See, for example, Figure 3 for support). These features are not taught or suggested by the cited references, whether taken alone or in combination.

Claim 57 recites that “the object is a graphical object corresponding to or an image of the first content.” (See, for example, Figure 3 for support). These features are not taught or suggested by the cited references, whether taken alone or in combination.

Claim 58 recites “displaying a first list of advertisers or advertisements on a different web page in response to selection of the displayed option by the first signal; displaying a second list of advertisers or advertisements selected by the buyer from the first list, the second list including the advertisement information selected by the second signal.” (See, for example, Figure 4 for support). These features are not taught or suggested by the cited references, whether taken alone



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or in combination.

Claim 59 recites “displaying the second price as reduced by the discount adjacent the second list.” (See, for example, Figure 4 for support). These features are not taught or suggested by the cited references, whether taken alone or in combination.

Claim 60 recites that “the second price is displayed as a formula which includes an original price of the first content minus the discount to equal the second price.” (See, for example, Figure 4 for support). These features are not taught or suggested by the cited references, whether taken alone or in combination.

In view of the foregoing amendments and remarks, it is respectfully submitted that the application is in condition for allowance. Favorable consideration and prompt allowance of the application is respectfully requested.

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To the extent necessary, Applicants petition for an extension of time under 37 CFR § 1.136. Please charge any shortage in fees due in connection with this application to Deposit Account No. 16-0607 and credit any excess fees to the same Deposit Account.

Respectfully submitted,  
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